



# State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

PURCHASE BUREAU

P.O. Box 230

TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE

*Governor*

BRADLEY I. ABELOW

*State Treasurer*

## AMENDMENT #06

T-1616

Solicitation #34311

**TO:** All State Agencies and Cooperative Purchasing Participants

**FROM:** Mary Lou Goho, Purchase Bureau

**DATE:** August 8, 2006

**SUBJECT:** On-Line Investigative and Locator Services for  
State and Local Government Agencies

### ORIGINAL CONTRACT

**PERIOD:** 10-1-2002 through 9-30-2005

**1<sup>st</sup> Extension** 10-1-2005 through 3-31-2006

**2<sup>nd</sup> Extension** 4-1-2006 through 9-30-2006

Please be advised that the contract held by LexisNexis, A Division of Reed Elsevier Inc. ("LexisNexis"), contract number 53045, has been amended to include Accurant and Accurant for Law Enforcement. Using Agencies may acquire access to these products via contract price line 00019. Pricing for these products is as follows:

Number of Authorized Users	Accurant	Accurant Features (People at Work, Advanced Person Search, PhonesPlus)
3-5	\$ 175.00	\$ 200.00
6-10	\$ 337.50	\$ 400.00
11-20	\$ 675.00	\$ 800.00
21-50	\$1,625.00	\$2,000.00
51-100	\$3,155.00	\$4,000.00
Per user for 101+ users	\$ 29.00	\$ 40.00

In addition, costs for batch services, relevant to Accurant and available through contract price line 00017, are depicted in the chart below.

Screening Products	Price
<b>FCRA</b>	
Bankruptcy (Intersection and Monitoring)	\$1.00 per hit
Deceased	\$1.00 per hit
Bankruptcy Update Service	\$1.00 per hit
Electronic Bankruptcy Notification	\$1.00 per hit
<b>NON-FCRA</b>	
Bankruptcy	\$0.75 per hit

Screening Products	Price
Deceased	\$0.75 per hit
Judgment and Lien	\$1.00 per hit
Watchdog Monthly	10K/\$100-50K/\$250-100K\$350-100K \$500
<b>SKIPTRACING PRODUCTS</b>	
<b><i>Telephone and Address</i></b>	
Single Best	\$0.25 per hit
Unique	\$0.25 per hit
Comprehensive	\$0.25 per hit
SureContact	\$0.75 per hit for Bankruptcy
\$0.75 per hit for Decease	
\$0.25 per hit for one (1) address with up to three (3) phones	
\$0.40 per hit for up to three (3) addresses and nine (9) phones	
<b><i>Telephone Only</i></b>	
Comprehensive Phones	
Up to three phones returned	\$0.25 per hit
Add six first degree relatives	\$0.75 per hit
<b><i>Progressive Phones</i></b>	
EDA	\$0.10 per hit
Verified	\$0.25 per hit
Current phone at provided or recent address	\$0.25 per hit
Current phone for a relative or associate	\$0.50 per hit
Precious or unverified phone	\$0.12 per hit
Possible phone	\$0.03 per hit
*De-duplication Pricing	\$0.03 per input AND \$0.20 per hit
Reverse Phone	\$0.25 per hit
Unique Phone	\$0.03 per input AND \$0.14 per hit
<b><i>Address Only</i></b>	
NCOA	\$0.03 per input - \$50 per file minimum
Unique Address	\$0.05 per input AND \$0.20 per hit
<b><i>Broad Skiptracing</i></b>	
Full Boat	\$0.75 per input
Relatives	\$1.00 per hit
Associates	\$1.00 per hit
People at Work	\$1.00 per hit
Neighbors	\$0.25 per hit
<b>SEGMENTATION PRODUCTS</b>	
Property	\$1.00 per hit
MVR	\$1.00 per hit
RecoverScore	\$0.20 per input
<b>BUSINESS PRODUCTS</b>	
Bankruptcy	\$0.75 per hit
Address and Phone	\$0.25 per hit

Users of the Accurint product must complete a Government Public Records Application and Agreement (attached). LexisNexis has agreed that items 6 and 12 within Part 7 of said agreement shall be struck for New Jersey contract Using Agencies. The attached copy excludes these items and should be utilized by Using Agencies when agreeing to purchase access to Accurint and/or Accurint for Law Enforcement.

The State has further agreed to the following statement:

Any new, other, or different terms supplied by the Using Agency beyond the terms contained in the State contract, including those contained in purchase orders or confirmations issued by the Using Agency, will be specifically and expressly rejected by LexisNexis unless the contractor agrees to them in a signed writing specifically including those new, other, or different terms and said written agreement is approved by the Director of the New Jersey Division of Purchase and Property.

Finally, Accurint for Law Enforcement Plus, Advanced Sex Offender Search, Full Service Screening, and Express Screening have **not** been added to contract number 53045.

All other terms and conditions remain the same. Please file this addendum with your Notice of Award for future reference.

## GOVERNMENT PUBLIC RECORDS APPLICATION & AGREEMENT

To activate your account:

1. Complete this Agreement. (You may complete the Agreement form online and print it)
2. Make copies of documentation verifying your business and professional license. Examples are:
  - Business Card On Letterhead With Signature Of Supervising Officer
  - Tax Exemption Certificate
  - Purchase Order with Agency Letterhead and Signature
3. Initial ALL pages of the Agreement, sign where indicated, and fax the Agreement and supporting documentation to 937.865.1760. If you have any questions, please contact your Account Representative.

LexisNexis Risk Management Inc. ("LNR") provides the products and services listed in Part 4 of the Agreement (the "LNR Services"). The information submitted on this Agreement will be used to determine the Customer's (as defined in Part 1 below) eligibility for accessing the LNR Services. LNR reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LNR, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LNR to independently verify the information provided herein and perform research about the individuals identified herein.

**Part 1:** (This section must be filled out entirely.)

### SECTION A: AGENCY INFORMATION ("AGENCY or Customer")

Agency Name \_\_\_\_\_  
 Physical Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Agency Web Address \_\_\_\_\_

Product IP Address           
 Product IP Address Range From          To         

### SECTION B: ACCOUNT ADMINISTRATOR CONTACT INFORMATION

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone \_\_\_\_\_ Extension \_\_\_\_\_ Fax \_\_\_\_\_  
 Email Address \_\_\_\_\_ SSN \_\_\_\_\_  
 \*Computer IP Address \_\_\_\_\_

### SECTION C: TYPE OF BUSINESS

INDUSTRY CLASS (check the item that best describes the type of business – Select One Industry and one Sub Industry)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Federal Government<br><input type="checkbox"/> Administrative<br><input type="checkbox"/> Child Support<br><input type="checkbox"/> Human & Social Services<br><input type="checkbox"/> Law Enforcement<br><input type="checkbox"/> Regulatory<br><input type="checkbox"/> Tax & Revenue | <input type="checkbox"/> State & Local Government<br><input type="checkbox"/> Administrative<br><input type="checkbox"/> Child Support<br><input type="checkbox"/> Human & Social Services<br><input type="checkbox"/> Law Enforcement<br><input type="checkbox"/> Regulatory<br><input type="checkbox"/> Tax & Revenue | <input type="checkbox"/> Other<br><input type="checkbox"/> Advertising / PR<br><input type="checkbox"/> Business Services<br><input type="checkbox"/> Energy<br><input type="checkbox"/> Industrial / Manufacturing<br><input type="checkbox"/> Industrial / Services<br><input type="checkbox"/> Attorney / Law Office<br>No. of Attorneys: _____<br>Practicing area of Law: _____<br><input type="checkbox"/> Management Consulting<br><input type="checkbox"/> Other _____ |
|---|---|---|

DEPARTMENT (Check the department that will be using this service – Select ONE)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Call Centers / New Accounts<br><input type="checkbox"/> Claims<br><input type="checkbox"/> Collections<br><input type="checkbox"/> Credit<br><input type="checkbox"/> Direct Marketing | <input type="checkbox"/> Entitlements<br><input type="checkbox"/> Fraud / Investigations<br><input type="checkbox"/> HR / Employment Screening<br><input type="checkbox"/> Legal / Compliance<br><input type="checkbox"/> Resellers | <input type="checkbox"/> Subrogation Department<br><input type="checkbox"/> Underwriting<br><input type="checkbox"/> Other _____ |
|---|---|--|

**Part 2: CREDIT CARD INFORMATION** (If you choose to be billed on a credit card, fill out this portion and proceed to Part 4. If you choose to be billed directly, skip this portion and proceed to Part 3). LNRN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LNRN requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name \_\_\_\_\_  
Card Number \_\_\_\_\_ Expiration (MM/YY) \_\_\_\_\_  
Credit Card Statement Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Card Type: ☐ MasterCard ☐ Visa ☐ American Express

By choosing to have a credit card billed directly by LNRN, I hereby authorize the members of LNRN that are providing services to the Agency under this Agreement to bill this credit card for the charges incurred for use of the LNRN Services. Additionally, I hereby agree that if the credit card company refuses to pay charges incurred for my use of the LNRN Services I shall be personally responsible for the payment of such charges.

**Part 3: DIRECT BILLING INFORMATION** (If you choose to be billed directly, fill out this portion and proceed to Part 4.) By submitting this direct billing application, Agency certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Agency named in this Agreement. Agency certifies that the information provided relating to this credit application is true and complete. Agency hereby grants permission to LNRN to verify the credit information provided herein.

**BILLING CONTACT**  
Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Title \_\_\_\_\_  
Telephone \_\_\_\_\_ Extension \_\_\_\_\_ Fax \_\_\_\_\_  
Email Address \_\_\_\_\_  
Billing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Require a P.O. Number on Invoice? ☐ No ☐ Yes If Yes, provide P.O. Number \_\_\_\_\_

**Part 4: AVAILABLE PUBLIC RECORDS SERVICES**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Accurant                        | <input type="checkbox"/> Collections Solutions | <input type="checkbox"/> OneScore                  |
| <input type="checkbox"/> Accurant for Collections        | <input type="checkbox"/> FraudDefender         | <input type="checkbox"/> RecoverScore              |
| <input type="checkbox"/> Accurant for Insurance          | <input type="checkbox"/> InstantID CIP         | <input type="checkbox"/> Risk Management Solutions |
| <input type="checkbox"/> Accurant LE                     | <input type="checkbox"/> InstantID Q&A         | <input type="checkbox"/> ThinDex                   |
| <input type="checkbox"/> Accurant LE Plus                | <input type="checkbox"/> InstantID             |  |
| <input type="checkbox"/> Anti-Money Laundering Solutions | <input type="checkbox"/> LexisNexis RiskWise   |  |
| <input type="checkbox"/> ChargebackDefender              | <input type="checkbox"/> LN Batch Services     | NCOA (Must submit PAF)                             |

**Part 5: PERMISSIBLE USE CERTIFICATION**

**SECTION A: GLBA PERMISSIBLE PURPOSE (At least one must be INITIALED to be permitted access to GLBA data.)**

Some LNRN Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has a permissible use under the GLBA to use and/or obtain such information and Customer further certifies it will only use such information obtained from LNRN Services for one or more of the purposes selected below:

No permissible use.

1. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
1. (B) As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance. (Accurant only).
2. To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
3. In required institutional risk control programs.
4. In resolving customer disputes or inquiries.
5. Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
6. Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
7. In complying with federal, state, or local laws, rules, and other applicable legal requirements.
8. To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

**SECTION B: DPPA PERMISSIBLE USES (At least one must be INITIALED to be permitted access to DPPA data.)**

Some LNRM Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will only use such information obtained from LNRM Services for one or more of the purposes selected below:

☐ No permissible use.

- ☐ 1. In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation.
- ☐ 2. To verify the accuracy of information about a person who provided the information to you (or to your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud.
- ☐ 3. Use by a government agency but only in carrying out its functions.
- ☐ 4. Use by any person acting on behalf of a government agency but only in carrying out the agency's functions.
- ☐ 5. Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting.
- ☐ 6. In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
- ☐ 7. Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (Accurant only)

With regard to the information that is subject to the DPPA, some state law permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer

Customer agrees and certifies it will only use the information described in Sections A and B of this Part 5 in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

**Part 6: QUALIFIED ACCESS**

Certain users ("Authorized Users") may be able to obtain full (nine digits) social security numbers and drivers license numbers when appropriate ("SSNs") through some LNRM Services. Only those users that are within the Authorized User List below, and that use SSNs for an Authorized Use identified below, qualify as Authorized Users. To qualify as an Authorized User, Customer must identify and certify that its business is within the Authorized User List below and its use of SSNs is within the Authorized Use List below.

**SECTION A: SOCIAL SECURITY NUMBERS****1. AUTHORIZED USER (At least one must be INITIALED to receive SSNs.)**

☐ Not an authorized user;

☐ Federal, state or local government agency with law enforcement responsibilities;

☐ Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;

☐ Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf and (d) such other uses as shall be appropriate and lawful;

☐ Collection department of a creditor;

☐ Collection company acting on behalf of a creditor or on its own behalf;

☐ Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

**2. AUTHORIZED USE (At least one must be INITIALED to receive SSNs.)**

☐ No authorized use;

☐ Location of suspects or criminals;

☐ Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;

☐ Location of individuals alleged to have failed to pay taxes or other lawful debts;

☐ Identity verification;

☐ Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use SSNs only for the purposes it designated on the Authorized Use List and for no other purposes.

## SECTION B: DRIVERS LICENSE NUMBERS

### 1. AUTHORIZED USER (At least one must be INITIALED to receive DLs.)

Not an authorized user;

Federal, state or local government agency with law enforcement responsibilities;

Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;

Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf and (d) such other uses as shall be appropriate and lawful;

Collection department of a creditor;

Collection company acting on behalf of a creditor or on its own behalf;

Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

### 2. AUTHORIZED USE (At least one must be INITIALED to receive DLs.)

No authorized use;

Location of suspects or criminals;

Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;

Location of individuals alleged to have failed to pay taxes or other lawful debts;

Identity verification;

Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use DLs only for the purposes it designated on the Authorized Use List and for no other purposes.

## PART 7: TERMS AND CONDITIONS

**1. SCOPE OF SERVICES:** LNRM provides nationwide public record information, document retrieval and related services (the "LNRM Services") using LNRM's proprietary and licensed databases and information. Agency hereby subscribes to the LNRM Services, and LNRM hereby grants to Agency a license to use the LNRM Services solely for law enforcement purposes which comply with applicable privacy laws.

**2. PERFORMANCE:** LNRM will use reasonable efforts to compile the information gathered from selected public records and other sources used in the provision of the LNRM Services; provided, however, that the Agency accepts all information "AS IS." The Agency hereby acknowledges and agrees that LNRM obtains its data from third party sources, which may or may not be completely thorough and accurate, and that the Agency shall not rely on LNRM for the accuracy or completeness of the information provided by the LNRM Services.

**3. CHARGES:** For each response to a request for information the Agency agrees to pay to LNRM for use of the LNRM Services the applicable charge for the information requested as provided in the attached Schedule A. The Agency shall pay to LNRM fees in accordance with the prices as updated from time to time through online announcements and Agency bulletins.

**4. INTELLECTUAL PROPERTY:** The Agency agrees that the Agency shall not reproduce, retransmit, republish or otherwise transfer for any commercial purpose any information that the Agency receives from the LNRM Services, other than as permitted by this Agreement. The Agency acknowledges that LNRM (and/or LNRM's third party data providers) shall retain all right, title and interest in and to the data and information provided by the LNRM Services, under applicable contractual, copyright and related laws, and the Agency shall use such materials consistent with LNRM's interests and notify LNRM of any threatened or actual infringement of LNRM's rights.

**5. USE LIMITATIONS:** The Agency agrees that it will use the LNRM Services only in the performance of, or in the furtherance of appropriate government activities. Use of the LNRM Services is expressly conditioned upon acceptance of and agreement to terms 1 through 12 contained herein ("Terms").

**6. PAYMENT OF FEES:** The Agency shall be responsible for payment for all services obtained through the Agency's access identification code, whether or not such code is used by the Agency or a third party, whether with or without the Agency's consent. The Agency shall pay LNRM for all charges incurred for the use of the LNRM Services on a monthly basis, and the Agency agrees to be electronically invoiced for those charges. At the Agency's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in the Agency's monthly invoice as an additional itemized charge. All payments are due within 20 days of the date of an invoice for the LNRM Services. The Agency understands that it will be notified via electronic mail regarding all unpaid balances due. The Agency shall pay interest at the rate of eighteen percent (18%) per annum, unless another interest rate is mandated or prohibited by law, from the date due on any charges not paid by the payment due date. All remittances shall be sent to LNRM, Inc., PO Box 538358, Atlanta, GA 30353-8358. LNRM reserves the right to terminate this Agreement and the right of the Agency to use any information provided hereunder with prior notice to the Agency upon any non-payment of fees by the date due.



7. **TERM:** This Agreement shall remain in full force and effect during such periods of time during which LNRN is providing services to the Agency, unless a time certain is specified elsewhere. The Agency may terminate this Agreement at any time for any reason. The Agency agrees that if it is found to be in violation of any specifications of this Service Agreement, LNRN has the right to terminate the Agency's access to the LNRN Services.

8. **ASSIGNMENT:** The license granted to the Agency to use the LNRN Services may not be assigned by the Agency, in whole or in part, without the prior written consent of LNRN.

9. **DISCLAIMER OF WARRANTIES:** LNRN DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE LNRN SERVICES AND INFORMATION PROVIDED THEREBY. LNRN DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LNRN SERVICES OR THE COMPONENTS THEREOF OR INFORMATION PROVIDED THEREUNDER.

10. **SURVIVAL OF AGREEMENT:** Provisions hereof related to (a) the use of the LNRN Services information and data by the Agency; (b) the payment for the LNRN Services; and (c) the disclaimer of warranties by LNRN, shall survive any termination of the license to use the LNRN Services.

11. **AUDIT:** The Agency understands and agrees that in order to ensure compliance with applicable law, LNRN will on a random basis contact the Agency to provide documentation of executed searches. Such audit will be performed only when legally permissible, and in accordance with such laws regarding confidentiality as govern the Agency's dissemination of such information. The Agency agrees to cooperate fully with any and all investigations when legally permissible. Violations discovered in any review by LNRN will be subject to immediate action including, but not limited to, termination of the license to use LNRN Services, legal action, and/or referral to federal or state regulatory agencies.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written. Any new, other, or different terms supplied by the Agency beyond the Terms contained herein, including those contained in purchase orders issued by the Agency, are specifically and expressly rejected by LNRN unless LNRN agrees to them in a signed writing specifically including those new, other, or different terms. The Terms contained herein shall supersede and govern in the event of a conflict between these Terms and any new, other, or different terms in any contract which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or of any exhibit are held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

#### AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this LNRN Agreement for Government Agencies on behalf of the agency listed above, and that the statements I have provided in this Agreement are true and correct. Further, I hereby certify that the Agency agrees to the terms and conditions set forth in this Agreement.

APPLICANT

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_ (mm/dd/yy)

Internal Use Only			
Primary Salesperson Name	_____	Phone	_____ Territory Code
Additional Email	_____		
Secondary Salesperson Name	_____	Phone	_____ Territory Code
Additional Email	_____		
FT Days	_____	Clicks	_____
Primary Market	_____	Bill Group Master	_____ Roll Up <input type="checkbox"/> Yes <input type="checkbox"/> No
Industry Code 1	_____	Secondary Market	_____
		Industry Code	_____
Special Instructions			